

# Exhibit J



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PO Box 1309  
Minneapolis, MN 55440-1309  
www.healthpartners.com

December 16<sup>th</sup>, 2021

NUWAY HOUSE, INC.  
2217 NICOLLET AVE S  
MINNEAPOLIS, MN 55404

Dear Provider,

This letter of agreement ("LOA"), effective January 1, 2022 ("Effective Date"), serves to outline the agreement between HealthPartners, Inc. and Nuway House, Inc. for the support of implementation, ongoing learning and development, and sustainability for their R.I.S.E. model of care to benefit HealthPartners ("HPI") members in greater successful outcomes from substance use disorder treatment and the coordination of holistic care needs.

**Term and Termination:**

- This LOA will be effective on the Effective Date and will remain in effect until March 30, 2023.
- The termination of the Participating Provider Agreement between HPI and Nuway House, Inc. dated February 1, 1997 ("Participation Agreement") for any reason will result in automatic termination of this LOA.

**Scope of Services:**

- HealthPartners and NUWAY have identified the following four key metrics that both organizations believe are indicative of a successful treatment model of care and the holistic health of the patients being served:
  - Rate of ED visits post treatment initiation with a diagnosis related to Alcohol and Other Drug Abuse or Dependence
  - Rate of patients who complete treatment (residential, IOP, OP) with staff approval or are transferred to an appropriate level of care
  - Percent of patients that have a primary care visit within 6 months of treatment initiation.
  - Rate of recovery safe environment insecure IOP patients who are placed in a recovery residence.
- As NUWAY and HealthPartners collaborate to improve these results, it is the intent that both organizations will partner to identify the most effective elements of the care model and that these metrics might evolve to match those learnings over time.
- HealthPartners and NUWAY agree that NUWAY will implement R.I.S.E. with all HPI members who receive covered outpatient treatment services from NUWAY under the Participation Agreement and will offer recovery residence support to members who are determined to need a recovery safe environment ("Eligible Members"). NUWAY will assess each member's recovery environment in accordance with dimension six of the American Society of Addiction Medicine criteria (ASAM Criteria). NUWAY will subsidize recovery residence placement up to its monthly support cap (currently \$550) for each Eligible Member for the duration of the member's receipt of covered outpatient treatment services from NUWAY. Subject to bed availability, the Eligible Member may direct support to any recovery residence that has met NUWAY's prerequisites. The recovery residence support will be paid by NUWAY to the selected recovery residence upon confirmation that the Eligible Member has requested monthly housing. The recovery residence support has no cash value, cannot be sold or transferred to anyone else, and will not exceed the actual amount charged by the recovery residence. Acceptance and

use of the recovery residence support by an Eligible Enrollee is voluntary.

Protocol:

Year 1:

- Year one of the arrangement will be focused on implementation and reporting of the key metrics and related indicators. To support those activities, HealthPartners will set aside \$75,000 in a risk pool that will be earned in five equal installments as mutually agreed upon milestones are met. A payment calendar has been defined as follows:

Payment Date	Amount	Intervention Category	Detailed Milestones
April 1, 2022	\$15,000	ER Visits	<p>The following implementation milestones must be met to warrant payment:</p> <ol style="list-style-type: none"> <li>1) Include educational ER visit lecture into the 12-week lecture circuit. (Beginning March '22)</li> <li>2) Pilot at NUWAY University the Pathfinder app with video educational content on demand. (Beginning March '22)</li> <li>3) Provide educational take away information in admissions packets (detox) (Beginning February '22)</li> <li>4) Train partner Recovery Residence providers on appropriate use of ED at least quarterly. (Beginning Second quarter '22)</li> <li>5) Initiate monitoring of Encounter Alert System for patients who have two or more ED visits while with NUWAY and discuss alternatives/options between patient and counselor. (Beginning March '22)</li> </ol>
May 1, 2022	\$15,000	Recovery Residence	<p>The following implementation milestones must be met to warrant payment:</p> <ol style="list-style-type: none"> <li>1) Initiate referring partner education series about what RR are and are not. (Beginning April '22)</li> <li>2) Develop a list of additional deposit resource supports for patients. (Beginning May '22)</li> <li>3) Improve coordination between patient and potential sober home. (Beginning May '22)</li> </ol>
October 1, 2022	\$15,000	Primary Care Visit	<p>The following implementation milestones must be met to warrant payment:</p> <ol style="list-style-type: none"> <li>1) Train counselors to include a primary care physician as a treatment plan objective. (September '22)</li> <li>2) Train Peer Recovery Support Specialist to assist with follow through by patients to identify a primary care physician and engage nurse navigators. (September '22)</li> <li>3) Implement educational primary care physician through 12-week lecture series, provide information on TV monitors at treatment site. (Beginning March '22)</li> <li>4) Provide take away primary care physician importance and "how to" information in admissions packet. (February '22)</li> <li>5) Implement a contingency management - gift card or pass day for primary care physician completion by patient. (Beginning October '22)</li> </ol>
December 1, 2022	\$15,000	Treatment Completion rates	<p>The following implementation milestones must be met to warrant payment:</p>



			1) Train all clinicians to ensure uniform implementation of what treatment completion means and uniform application. (November '22)  2) Evaluate peer support for wrap around strategies. (Beginning October '22)  3) Review program service delivery models to enhance client centered strategies (Beginning September '22)
March 30, 2023	\$15,000	Year One Measurement & Report	The following implementation milestones must be met to warrant payment: <ul style="list-style-type: none"> <li>• Year 1 Reporting</li> <li>• Report out of learnings</li> <li>• Year 2 Program Refinement and Goals (ideally identified by 12/31 to get on contract year)</li> </ul>

#### Year 2:

- As outlined in year one, a key deliverable of the partnership is to leverage learnings throughout the year to inform any refinements needed for the program to overcome key barriers and agree on goals associated for the key measures. The risk pool will be informed by those refinements and goals.
- Nuway House, Inc. and HPI Behavioral Health Department will collaborate on outcomes measurements to both monitor the activity within the AOS program and evaluate the effectiveness of the services.

#### Terms of Billing:

- Separate claims will continue to be submitted to HPI for any services covered by HPI that are provided to a member by Nuway House, Inc. for the duration of this LOA.
- Payment for services provided to HPI members by NUWAY will continue to be governed by and made in accordance with the terms of the Provider Agreement. The parties acknowledge that the contract rate payable for outpatient treatment under the Provider Agreement constitutes payment for all treatment services billed and for all appropriate R.I.S.E. supports provided to the member, including recovery residence support if applicable.

#### Payment and Payment Schedule:

Upon the execution of this LOA by both parties, for achievement of the Year 1 and Year 2 milestones described above, HPI will reimburse Nuway House, Inc. for participation in the Program with earned risk pool dollars per the calendar above.

#### Confidentiality:

Nuway House, Inc. and HPI agree that the terms of this LOA shall remain confidential, provided, however, that both parties may disclose the terms of this LOA to its legal and financial advisors. The use and disclosure of Protected Health Information (as defined by HIPAA) under this LOA will be governed by the terms of a Business Associate Agreement signed by Nuway House, Inc. and HPI.

#### Notices:

All notices required or permitted to be given under this LOA shall be in writing and shall be (a) delivered personally, (b) sent by certified mail, or (c) sent by a nationally-recognized courier guaranteeing next-day delivery, to the recipients below. The parties agree that changes to the addresses below for receipt of notices under this Section may be affected by a letter signed by the relevant party and does not require an amendment to this Agreement signed by all parties.

**If to Nuway House, Inc.:**

Nuway House, Inc.  
2217 Nicollet Ave S Minneapolis, MN 55404  
Attention: John Marston

**If to HPI:**

HealthPartners, Inc.  
8170 33<sup>rd</sup> Avenue  
South  
P.O. Box 1309  
MS21110G  
Minneapolis, MN 55440-1309  
Attention: SVP Provider Partnerships

Effectiveness of Program:

- Both parties will have opportunities to evaluate the effectiveness of the program at six-month intervals and to terminate the LOA at such time without penalty upon providing the other party 30 days' notice.
- HealthPartners reserves the right to audit the activities of Nuway House, Inc. to ensure compliance with the terms of the letter of agreement.

If the terms of this LOA are acceptable to Nuway House, Inc., please acknowledge the same by signing and dating this LOA where indicated below.

Sincerely,

Donald Bechtle  
HealthPartners, Inc.  
Manager, Provider Relations & Network Management

**HealthPartners, Inc.**

**Nuway House, Inc.**

By: 

By: 

Printed Name: Randall M. Billings

Printed Name: John Marston

Title: SVP Provider Partnerships

Title: CFO

Date: 2-22-2022

Date: 1/20/2022

Tax ID: 